

## **RobustWealth, LLC Terms of Use**

*Effective July 1, 2016*

These Terms of Use (the "Terms" OF "Terms of Use")) sets forth the terms and conditions for your use of the RobustWealth website, Platform and Services as provided by RobustWealth, LLC ("RobustWealth").

**PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE PLATFORM OR SERVICES (AS DEFINED HEREIN), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTION OF A PLATFORM SERVICE AGREEMENT THAT REFERENCES THESE TERMS, YOU ACCEPT THESE TERMS IN WHOLE, WITHOUT ANY AMENDMENTS OR MODIFICATIONS, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU ARE AGREEING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE EITHER THE PLATFORM OR SERVICES.**

### **Definitions**

References to "RobustWealth", "RobustRIA", "we", "us" or "our" in these Terms of Use mean RobustWealth, LLC, including any company that RobustWealth controls (for example a subsidiary that it owns).

"Platform" means the hosted platform-as-a-service made available by RobustWealth whether under the brands "RobustWealth", "RobustRIA" or white-labeled brand.

"Services" means the products and services, that are made available online by us including access to a wide array of resources and tools which may be provided to you in a variety of mediums and devices now known or hereinafter developed.

"User" means an individual who is authorized by you to use the Platform or Service, for whom you have acquired a subscription (or in the case of any Services provided by us without charge, for whom a Service has been provisioned), and to whom you (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, your employees, consultants, contractors and agents, and third parties with which You transact business.

"you" or "your" means the company or other legal entity for which you are accepting these Terms of Use.

### **Proprietary Rights**

As between you and RobustWealth, we owns all rights to our logos and trademarks used in connection with the Platform and Services. All other logos and trademarks used in connection with the Services are the property of their respective owners.

You acknowledge and agree that the Platform, Services and information, content and software presented to you through the Platform or Services or used in connection with the Services contain proprietary and confidential information that is protected under U.S. and international intellectual property laws, including copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us or our licensors, you agree not to sell, rewrite, modify, reproduce, distribute (via the Internet or other public computer based information system), redistribute, create derivative

works (including translating), rent or provide any information presented to you through the Services, in whole or in part, to an unauthorized party. Further, unless otherwise permitted, you are prohibited from using, downloading, publishing, republishing, transferring, selling, leasing, licensing, duplicating, or "scraping" for commercial or any other purpose any database, in whole or in part, in any medium whatsoever, underlying any of the Services.

The Platform and Services are being provided to you on a non-exclusive, non-transferable basis solely for your internal use in the United States. We and our licensors reserve all other rights not granted in these Terms. You agree not to access the Services by any means other than through the interface or Platform that is provided by us for use in accessing the Services.

### **Passwords and User Restrictions**

Users may be required to create a RobustWealth account in order to access the Services. By creating an account, Users represent and warrant that all information that Users provide on the registration form is current, complete and accurate to the best of their knowledge. Users agree to maintain and properly update User registration information so that it remains current, complete and accurate. During the registration process, Users may be required to choose a password. Users acknowledge and agree that RobustWealth may rely on this password to identify User. You are responsible for all activity of your User's RobustWealth account, regardless of whether you authorized such access or use, and for ensuring that all use of your account complies fully with the provisions of these Terms. You agree to notify RobustWealth immediately of all unauthorized use of your account(s) and if the security or secrecy of your account login information has been compromised. You may be held responsible for any losses incurred by RobustWealth or any other user of the Service that are in any way related to your failure to maintain the security of your account information.

By using the Services, Users represent that they are 18 years of age or older.

### **Updates**

RobustWealth reserves the right to update, upgrade, enhance, change or modify the Platform and Services at any time in its sole discretion ("Updates"). Any Updates made available to you will be subject to the Terms and deemed to be part of the Platform and Services (as applicable). Your use of the Platform or Services after these Terms have been updated shall be deemed to constitute acceptance by you of any modifications, additions or deletions to the Terms caused by such Update. You will always be able to view the most current version of these Terms by clicking on a link at the bottom of any page within the RobustWealth, LLC website located at <http://www.robustwealth.com>. You agrees that your permitted use of the Platform or use of the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public or private comments made by RobustWealth with respect to future functionality or features.

### **Use Guidelines**

You shall use the Platform and Services solely in accordance with the permissions granted herein. You acknowledges that the Platform and all Services are protected by intellectual property rights of RobustWealth or its third-party vendors or licensors (as applicable) and You have no rights to transfer or reproduce any portion of the Platform or Services or prepare any derivative works with respect to, or disclose confidential information pertaining to, any Platform or Service or any part thereof. Under no

circumstances shall you be deemed to receive title to any portion of any Platform or Service, title to which at all times shall vest exclusively in RobustWealth or its third-party vendors or licensors (as applicable). You shall preserve all portions of Platform and Service from any liens, encumbrances, and claims of any individual or entity. You shall not make or permit any alterations to any portion of the Platform or Service or remove any proprietary notices (e.g., copyright and trademark notices) therefrom. All software used in the Service will be hosted as part of the Service, and no copy of the Platform will be delivered to you for installation on its systems.

### **Permitted Use Data**

You hereby grants RobustWealth a non-exclusive, world-wide, royalty-free license to use data provided by it or its clients for use in connection with the Platform or Service (the “Data”) for purposes of fulfilling its obligations hereunder, including, but not limited providing the Platform and the Service. Furthermore, RobustWealth shall have the right to compile, distribute, and otherwise exploit aggregated data derived from the Service.

When you submit information to areas of the Services that are publicly available, you give us an irrevocable, perpetual license to use, reproduce, modify, adapt, publicly perform and publicly display that information in connection with the Services. We will consider requests to remove information that you make publicly available through the Services on an individual basis (contact us at the email address we provide at the end of this document). See our Privacy Policy for an explanation of how we use information that you provide to the Services and your rights to change or delete it. We cannot and do not assume any responsibility or liability for any information you submit in connection with the Services, or your or third parties' use or misuse of information transmitted or received using the Services.

### **Cost of Service**

Your use of the Platform and related Services are offered free of charge. We may offer you additional services, such as sub-advisory services, which you may elect to participate in or not, for a fee. RobustWealth reserves the right, in its sole discretion, to amend or change its pricing policy for its current Platform or Services or any additional services that we may offer at any time.

### **Privacy Policy**

You can review our Privacy Policy <https://robustwealth.com/privacy-policy>

### **Equipment**

When using the Services, information may be transmitted over a medium that may be beyond the control of RobustWealth, our licensors or suppliers. Accordingly, neither RobustWealth, its licensors nor suppliers assume liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with your use of the Services. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed to access the Services and all charges related to the same.

### **Laws that Govern this Agreement**

We control those components of the Services made available through our respective websites from our offices within the State of New Jersey in the U.S. The Services are to be used only in the U.S. Since the

laws of each state or country able to access the Platform and Services may differ, by accessing the Services, you agree that the statutes and laws of the State of New Jersey, without regard to choice of laws principles, will apply to all matters relating to use of the Services. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms or any other term. We make no representation that materials made available through the Platform Services are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If you access the Services from outside the U.S., you are responsible for compliance with the laws of your jurisdiction.

### **Warranty**

RobustWealth warrants that the Platform and Service shall materially comply with these Terms and any additional terms in an agreement with the entity through whom you are granted access to the Platform and Service. Your sole and exclusive remedy and RobustWealth's sole and exclusive liability for breach of the foregoing warranty shall be for RobustWealth to repair or replace the defective element of the Platform or Service or, if repair or replacement cannot be provided within a reasonable time, terminate the applicable element of the Platform or Service and refund any prepaid fees therefore, as may be applicable.

### **Defects Not Covered by Warranties**

RobustWealth shall have no obligations under the above warranty to the extent any nonconformance or failure of, or error in, the Platform or Service is caused by You or your clients': (a) use of any attachment, feature, hardware, Platform, or device in connection with the Platform or Service; (b) transportation, neglect, or misuse of the Platform or Service, or any use of the Platform or Service that is not in accordance with these Terms or otherwise authorized by RobustWealth; or (c) alteration, modification, or enhancement of the Platform or Service.

### **Financial Market Information; No Warranty; Financial Information**

WE ARE NOT RESPONSIBLE FOR THE FINANCIAL OR OTHER PRODUCTS AND SERVICES OR FOR THE ACCURACY OF THE DATA OBTAINED FROM THIRD-PARTY SITES THAT ARE DISPLAYED OR REPORTED THROUGH OUR THE PLATFORM OR ANY OF OUR SERVICES. The Platform and Service may make available certain financial market data, quotes, news, research, analyst research, reports and opinions or other financial information (collectively, the "Market Information") that has been independently obtained by certain financial market information services, financial publishers, various securities markets including stock exchanges and their affiliates, investment bankers and other providers or has been obtained by RobustWealth (collectively, the "Information Providers"). RobustWealth does not guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the Market Information made available to you or your clients by the Information Providers or any other third party transmitting the Market Information (the "Information Transmitters"). You further agrees that neither RobustWealth, the Information Providers, nor the Information Transmitters will be liable in any way for the interruption of any data, Market Information or other aspect of the Platform or Service. You understands that none of the Market Information available through the Platform or Service constitutes a recommendation or solicitation that you should purchase or sell any particular security or other asset. RobustWealth does not endorse or approve any of the Market Information and only makes such Market Information available as a service and convenience to you and your clients.

EXCEPT FOR ANY EXPLICIT WARRANTY PROVIDED HEREIN, THE PLATFORM AND SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE”, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. ROBUSTWEALTH, ITS AFFILIATES, LICENSORS, INFORMATION PROVIDERS AND INFORMATION TRANSMITTERS (COLLECTIVELY, THE “DISCLAIMING PARTIES”) DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE AND NON-INFRINGEMENT. THE DISCLAIMING PARTIES FURTHER DISCLAIM ANY WARRANTY REGARDING NONINTERRUPTION OF USE, FREEDOM FROM BUGS, AND THAT USE OF THE PLATFORM AND SERVICE IS ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROBUSTWEALTH OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ROBUSTWEALTH’S OBLIGATIONS HEREUNDER. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAW, INCLUDING YOUR RESPONSIBILITY TO MAKE ALL NECESSARY DISCLOSURES TO YOUR CLIENTS RELATING TO THE PLATFORM AND SERVICES AND TO OBTAIN ALL NECESSARY AUTHORIZATIONS FROM YOUR CLIENTS RELATING TO THE PLATFORM AND SERVICES. THE PLATFORM AND SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGES AND AGREES THAT ROBUSTWEALTH DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE OR (B) UNAUTHORIZED USERS (SUCH AS HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INFORMATION OR DATA PROVIDED BY YOU AND YOUR WEBSITES, COMPUTERS, OR NETWORKS. ROBUSTWEALTH SHALL IN NO WAY BEAR ANY RESPONSIBILITY OR LIABILITY FOR ANY SUCH ACTIVITIES.

### **Liability**

IN NO EVENT WILL ROBUSTWEALTH HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR YOUR CLIENTS FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE PLATFORM AND THE SERVICES, THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE) OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF ROBUSTWEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTIES OBLIGATIONS OF INDEMNIFICATION OR AS A RESULT OF EITHER PARTY’S BREACH OF ITS OBLIGATION OF CONFIDENTIALITY, THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED DIRECT DAMAGES IN EXCESS OF THE FEES EARNED BY SUCH PARTY PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE LIABILITY.

### **Indemnity**

You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that the your Data, or your use of the Platform or any portion of the Services in breach of these Terms, infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “Claim Against Us”), and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of, a Claim Against Us; provided we (a) promptly give you written notice of the Claim Against Us, (b) give you sole control of the defense and settlement of the Claim Against Us (except that you may not settle

any Claim Against Us unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at Your expense.

This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

### **Feedback**

If you provide RobustWealth with any comments, feedback or other information to assist us in evaluating and improving our Platform and Services ("Feedback"), RobustWealth will be free to use the Feedback now or in the future in any way without any compensation or obligation to you or any third party.

### **Notice and Take Down Procedures and Copyright Agent**

If you believe any materials accessible on or from our website, the Platform or Services infringe your copyright, you may request removal of those materials (or access thereto) from the Platform or Services by contacting RobustWealth at [service@robustwealth.com](mailto:service@robustwealth.com) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers and account holders who are repeat infringers. Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement.

### **Complete Agreement**

Except as expressly provided in a particular "legal notice" on the website or otherwise provided to you as required by law, these Terms of Use, together with our Privacy Policy constitutes the entire agreement between you and RobustWealth with respect to your use (and prior use) of the Platform or Services. If any provision of these Terms of Use is deemed to be unenforceable as written by a court of competent jurisdiction, the parties intend that such provision shall be modified to the extent necessary to make the provision enforceable. If the provision cannot be modified in this manner to make it enforceable, the parties intend that the provision shall be removed and the remaining provisions shall remain in full force and effect.

**Questions or Concerns about Our Terms of Use**

For questions or concerns about these terms of use, please send an email to [service@robustwealth.com](mailto:service@robustwealth.com).